

**Item: Motor Graders- Caterpillar 140H with Options (Buy-Back Option Only)****Purchasing Agent: Jared Gardner**

Vendor: 01058G - A WHEELER MACHINERY CO.
4901 WEST 2100 SOUTH
SALT LAKE CITY, UT 84120

Internet Homepage: www.wheelermachineryco.com

Telephone: 801 974-0511

Fax number: 801 974-0115

Contact: TERRY POLLOCK

Email address: tpollock@wmccat.com

Brand/trade name: CATERPILLAR

Price: SEE ATTACHED PRICE LIST

Terms: N/A

Effective dates: 12/18/03 THROUGH 12/17/04

Days required for delivery:

Price guarantee period: ONE YEAR

Minimum order: ONE UNIT

Min shipment without charges:

Other conditions: (1) ONE- (1) ONE YEAR RENEWAL OPTION

THIS IS A NEW CONTRACT-THIS IS A MULTIPLE PLEASE REFERENCE MA1760 AND MA1762 BEFORE MAKING A PURCHASE.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



Important Contract Note

This contract is for the purchase of Caterpillar 140H Motor Graders with options. All machines purchased under this contract will be part of a buy back program. Please read this entire document to understand the requirements of both the customer and the vendor to make a purchase.

Buy-Back Program

All purchases under this contract will be required to participate in the buy-back program. If you do not intend to return purchased machinery you should be using MA-1760 for direct capital purchases.

These purchases are unique from other machinery purchases in that on or after 3 years from the purchase date of the equipment the vendor will buy-back the equipment for the stated prices above.

The customer and contractor will sign a copy of the attached "Buy-Back Contract". This contract along a 10% performance bond of the buy back price will be required of the contractor and will be held by the customer. An acceptable bond shall be limited to a bond underwritten by a company licensed to issue bonds in this State, a cashier or certified check drawn by a federally insured financial institution, or cash. The customer and vendor will then be held to the requirements of that contract.

Contract Pricing

| Description | Unit Amount | Buy Back Amount | Cost per hour over 1500 hours. |
|-------------------------------|--------------|-----------------|--------------------------------|
| Caterpillar 140H Motor Grader | \$165,786.00 | \$152,000.00 | \$22.50 |

Option Pricing

| Description | Unit Amount | Buy Back Amount |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------|
| Option 1: Scarifier, forward mounted with holding valve. | \$6,710.00 | \$6,174.00 |
| Option 2: Henke all hydraulic wing plow, 12 ft., with hydraulically adjustable rear support, with hydraulic controls or equal. To include wing plow light. | \$13,667.00 | \$6,500.00 |
| Option 3a: Topcon motor grader system five laser leveler (or equal) installed. | \$13,207.00 | \$-0- |
| Option 3b: Single tracer system fully installed | \$11,527.00 | \$-0- |
| Option 4: Additional hydraulic controls to have float position to the front push block. To include front mounted snow plow lights. | \$424.00 | \$424.00 |
| Option 5: Moldboard and side shift accumulators. | \$2,396.00 | \$2,205.00 |
| Option 6: Rear scarifier/ripper combination with a float control and 3 ripper shank minimum. | \$11,038.00 | \$10,155.00 |
| Option 7: Amber 12 volt light bar, with 2 rotating lights, mounted on cab with gutter clamps. No mounting holes in cab roof. To be | \$500.00 | \$-0- |



| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|
| powered by one or more converters if necessary to change from 24 volts to 12 volts, with reserve capacity to handle 10 amp 2-way radio. | | |
| Option 8: Additional converter 24- 12 volts-15 amp. | \$391.00 | \$391.00 |
| Option 9: Base price over set based price for a 6 x 6 motor grader. | \$17,424.00 | \$8,100.00 |

Equipment Specifications - For other technical details please contact the vendor.

| | | | |
|---------------------------------|-------------------------------------------------------|------------------------------------------------|----------------------|
| Make and Model | Caterpillar 140H | | |
| Weight- Operation Weight | 32,357 lb. | | |
| Engine- Make and Model | Caterpillar 3176 | | |
| Net HP Rating at Governed RPM | 165hp/185hp/205hp | | |
| Cubic Inch Piston Displacement | 4.9 per bore cu.in. | | |
| Transmission- Make and Model | Caterpillar Powershift | Forward Speeds: 8 | Reverse Speeds: 6 |
| Rear Axle Type | Tandem Oscillation | Total Oscillation 15° Forward / 25° Reverse | |
| Frame Articulation Total | 20 Degrees | | |
| Fuel Capacity | 105 Gallons | | |
| Tire Size, Ply and Make | Michelin XGLA21*radial (G2) 14.0 or 24 MXXGLA21*MP | | |
| Batter Size | 1100 CCA | | |
| Moldboard Size | 14' x 24" x 7/8" | | |
| Warranty | 5 Years / 5000 hrs total machine | | |
| Hydraulic System Type | Closed center, load sensing | | |
| Parking Brake Type | wet, multiple sic, air actuated | | |
| Ball Socket Wear Intersects | Blade Lift: Yes | Side Shift: Yes | |
| Transmission Control Lever Type | Electronic | | |

Delivery

1. Motor grader shall be delivered to customer requested location.
2. Unloading and servicing at the delivery location shall be the responsibility of the vendor. Unit shall not be delivered under its own power in excess of 5 miles.
3. The unit shall be complete when delivered to the customer, with all accessories and equipment in place and ready for use.
4. Late Delivery. If the vendor fails to deliver the ordered unit on time, a replacement comparable unit shall be provided to the State at no cost until the new purchased unit is delivered.

Manuals and Other Documentation



1. The following documents shall be provided with the unit when delivered at no additional cost:
 - a. Dealers invoice
 - b. Copy of warranty
 - c. Two copies of the operators manuals
 - d. Two complete sets of manuals including parts list and repair manual. Compact disks are acceptable.
 - e. All documentation is to show the customer as the owner/purchaser.
 - f. Invoices will not be approved for payment until all documentation and manuals have been received.

Training

The grader shall be complete and ready for operation when delivered. A minimum of one day training will be provided at the delivery location.

THIS CONTRACT RESULTED FROM BID # JG4075

Reports

The contractor will submit yearly reports to the state purchasing agent showing quantities and dollar volume of purchases by each state agency and political subdivision. These reports will be due by 10/17 for each year the contract is in place.

FINET COMMODITY CODE(S) (for agency use only)
7603300000- Motorized Graders

**Buy-Back Contract**

The purpose of the following contract is to establish the obligations for the _____ here after referred to as the customer and Wheeler Machinery.

Wheeler Machinery will guarantee to purchase from the customer the equipment listed below for the sum of \$_____ lawful money of the United States. This payment is due on or before _____. Failure to make this payment by the vendor will result in the customer collecting the monies due from the performance bond.

In consideration for this payment, the customer will provide the following:

1. The equipment will be used by the _____ to maintain government property.
2. The equipment will be maintained in accordance with the criteria set for in these specifications and the operator's manual.
3. The equipment will have less than 500 operating hours per year and be in good condition at the time of the payback. If the machine has exceeded this number of operating hours the customer will pay Wheeler Machinery at the contracted over 1500 operating hours of \$22.50 per/hour.
4. The equipment will be available to the successful bidder at the location of delivery upon receipt of payment to the customer.

In case of change of corporate structure or loss of identity by assimilation or merger with any other companies, this agreement shall remain in effect and be binding on the successor company(ies).

The customer reserves the right to sell, trade, retain, or otherwise dispose of the equipment purchased under this agreement, at its discretion at any time. The customer will notify Wheeler Machinery if any of these options are exercised, in writing, within ten (10) days after contract award.

Equipment to be purchased:

| Make | Model | Vehicle Identification Number | Description |
|-------------------|-------|-------------------------------|-------------|
| Signed: | | | |
| Wheeler Machinery | | Customer | |
| _____ | _____ | _____ | _____ |
| (Signature) | date | (Signature) | date |
| _____ | | _____ | |
| (Print Name) | | (Print Name) | |
| _____ | | _____ | |
| (Title) | | | |

Corporate Name and Address

